

Remarks

This communication is in response to the Final Office Action dated **March 8, 2011**. Applicant respectfully requests reconsideration in light of the arguments presented below.

In the final Office Action, claims 23, 29, 30 and 34-36 were rejected under 35 U.S.C. § 103(a) as being unpatentable over U.S. Patent Application Publication No. 2003/0183226 to Brand (“Brand”) in view of “Pipetman—Care and Maintenance” (“Pipetman”). Claim 27 was rejected under 35 U.S.C. § 103(a) as being unpatentable over Brand in view of Pipetma and further in view of U.S. Patent No. 5,328,597 to Boldt (“Boldt”).

Claim Rejections—35 U.S.C. §103

Brand discloses a “medicament dispenser” for use in storage, presentation and/or dispensing of medicament comprising a body shaped for receipt of a medicament container” (abstract of Brand). Brand’s task is to “prevent the use of out-of-date or counterfeit cartridge reloads” [0006]. The solution of Brand’s task “involves associating a first transceiver” 30 and a “second transceiver” 10 [0007]. “The first transceiver 30 is an actively powered transceiver 30 [0033] and forms an integral part of an electronic data management system 10 on the housing 1” [0130]. The “second transceiver 20 is a passive transceiver 20 which is not directly powered” ([0007], [0033]) and is “in the form of a reader 30 for the tag 20” [0130]. Thus, the reader/ first transceiver/ active transceiver 30 is “capable of data communication with the electronic data management system 10” as well as “of reading and writing information to the tag/ second transceiver/ passive transceiver 20” by “transmission and receipt of energy to/from the tag 20” (Fig. 1b, [0130]). This is “an important aspect of” [0009] Brand because “it allows for two-way transfer of data between the active transceiver 30 and the electronic data management system 10”

- interpreted as one single unit - and “the passive transceiver 20” [0009]. So, the data produced during usage of the dispenser “may be stored in a database of the electronic data management system and periodically downloaded to any transceiver” [0026], whereas the “**history of the usage** of the device may be built up in **the memory of a transceiver** (emphasis added)” [0026]. Thus, the electronic data management system 10 takes over the data storage [0063] having a microprocessor for performing operation on said data [0063].

Referring to the production process of the medical dispenser in Brand, it appears that the production of the bodies 1 and 2 are not and cannot be documented by the electronic data management system 10 of the medicament dispenser [0119], because it is not included at the very beginning of the production process. In fact, an additional remote data management system is needed, which is part of a system or device separated from the medicament dispenser in order to transfer data from the remote data management system to the data management system 10 of the medicament dispenser [0119]. In conclusion, the data stored in the data management system 10 of the medicament dispenser are stored after the elements of the medicament dispenser have been manufactured. Furthermore, the transferred data are product information in different languages [0018] that are transmitted and stored into the electronic data management system 10 after it had been included into the readily produced body 1.

The present invention differs from Brand’s teaching in a first aspect. Claim 23 requires “providing the proportioning device for the dosing of liquids, ***in a production process***, with at least one transponder (emphasis added)”. This encompasses that the proportioning device is provided with the transponder even “at the beginning of the assembly process”. Thus, production data can be extensively stored (Applicant’s specification on page 3, lines 13 and below). This allows for documenting every single step of the production process precisely.

In another aspect Brand's dispenser "may automatically shutdown" if "product integrity problems are detected" ([0008], [0024]). So, Brand's dispenser is de-activated when problems are detected. Brand, however, appears to be silent regarding maintenance and/or repair data. Thus, Brand neither discloses "maintenance and/or repair data" nor their storage. Maintenance and/or repair data comprise, for example, the repair reference number describing a defect or a component which was exchanged and the date of last maintenance and/or repair (p. 4, lines 26-29 of Applicant's specification). It appears that Brand does not disclose such data anywhere as such data are not intended to be stored in the data management system 10.

The Examiner states that Brand is not as detailed with the data being maintenance and/or repair data and asserts that Pipetman discloses the stored data being maintenance and/or repair data. The entire Pipetman document is referenced (pages 1-16).

Even if Pipetman was considered in combination with Brand, the combination would result in delivering Brand's dispenser with a paper-printed manual containing a guide to troubleshooting and repairing certain but different models of mechanical pipettes. Even if a person of ordinary skill had the idea to provide such a manual electronically inside the data management system 10, the person would only be taught by Brand in view of Pipetman to get information on troubleshooting (p.3 of Pipetman) and hints for repair. The purported combination of Brand in view of Pipetman fails to disclose maintenance and/or repair data as application related specific data. Although hints for repairing may be read from Pipetman, actually performed repairs cannot be written into Pipetman and, thus, cannot be documented. The Brand-Pipetman combination would not teach to save the data and steps of the last repair as it is claimed in claim 23 by "maintenance and/or repair data is stored into the transponder as application related specific data".

Thus, claim 23 is patentable over Brand in view of Pipetman. Claims 29, 30, and 34-36 depend from claim 23. At least by virtue of their dependency, claims 29, 30, and 34-36 are patentable over the applied reference. Applicant respectfully requests that the rejection be withdrawn and that claims 23, 29, 30, and 34-36 be allowed.

Claim 27 depends from claim 23. At least by virtue of its dependency, claim 27 is patentable over Brand in view of Pipetman. The addition of any alleged disclosure in Boldt with respect to the specific features recited in claim 27 does nothing to remedy the deficiencies of the Brand-Pipetman combination. Applicant respectfully requests that the rejection be withdrawn and that claim 27 be allowed.

Conclusion

Based at least on the arguments presented above, Applicant respectfully submits that this application is in condition for allowance. Favorable consideration and prompt allowance of claims 23, 27, 29, 30 and 34-36 is requested.

If an extension of time is required to make this response timely and no separate petition is enclosed, Applicants hereby petition for an extension of time sufficient to make the response timely. In the event that this response requires the payment of government fees and payment is not enclosed, please charge Deposit Account No. 22-0350.

Respectfully submitted,

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